

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 * 9
2. AMENDMENT/MODIFICATION NO. PR-HQ-00-10659/0002	3. EFFECTIVE DATE 08/03/00	4. REQUISITION/PURCHASE REQ. NO. PR-HQ-00-10659	5. PROJECT NO. (If applicable)
6. ISSUED BY Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(T)	9A. AMENDMENT OF SOLICITATION NO. PR-HQ-00-10659
		T	9B. DATED (SEE ITEM 11) 07/14/00
			10A. MODIFICATION OF CONTRACT/ORDER NO.
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☒ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(T)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DEAN A. WALTER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 52.243

The purpose of Amendment 0002 to RFP PR-HQ-00-10659 is to make several changes to the RFP and incorporate answers in response to submitted questions.

A. Under Section M, Clause M.3 - Evaluation Factors For Award, paragraph (b), part 3 - Qualifications of Personnel, is revised to combine the Key Personnel (Program Manager plus up to four others), and include staffing in the evaluation. This part is deleted in its entirety replaced with the following:

3. Qualifications of Personnel 150 Points

The offeror will be evaluated on the ability of the proposed staff, inclusive of any new hires, subcontractor staff and consultants, to respond to the requirements of the solicitation.

Key Personnel - The offeror will be evaluated on the adequacy of the qualifications and skills of the proposed ESAT Program Manager and other proposed key personnel, including knowledge, experience, and training. The qualifications of the ESAT Program Manager will be evaluated for demonstrated adequacy of: experience in establishing, managing, and controlling large and technically complex projects, including personnel and task management; experience in management of numerous and widespread inter-related activities controlled through a common management information system; and educational background. The skills and qualifications of other proposed key personnel will be evaluated for demonstrated ability to meet contract requirements and to assure technical quality and timeliness of all work.

Staffing - Offers will be evaluated on the adequacy of the proposed labor mix to meet the various requirements of the solicitation. Offers will be evaluated on the adequacy of their staffing plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members. Offers will be evaluated on the demonstrated ability to provide adequate staffing levels, and expertise to perform all work required under the contract in a timely and effective manner.

B. Under Attachment 11 - Cost Proposal Instructions, Section II, paragraph B - Total LOE Amount is changed to 136,800 hours for the Base Period and 91,200 hours for the Option Period with a Total Contract Amount of 228,000 hours. Correspondingly, Schedules 1.A1 through 2.A2 - Annual Direct Labor Hours, are revised to 45,600 hours per annum.

C. Under Attachment 12 - Technical Proposal Instructions, Section II, paragraph A, part 1 is revised to clarify the time limitations. The last sentence of the first paragraph is revised to state that "Offerors shall have up to sixty-(60) minutes to present responses to all three-(3) sample situation scenarios."

D. The following answers are provided in response to questions received:

- Q1. *During the Bidders' Conference, bidders were informed that the Organic Laboratory had been shut down for approximately one (1) year, yet the RFP provided specific workload percentages in Attachment 11 to support the Organic Laboratory function. Does EPA anticipate that the Organic Laboratory will be reopened and fully operational on or before February 1, 2000? Are the bidders to interpret the percentages in Attachment 11 as being a straight average of historical information over the entire period of performance of the current contract or, since the laboratory has been shut down for a year, should the percentage in Attachment 11 for the Organic Laboratory function be revised to reflect a more accurate workload expectancy?*
- A1. *It is anticipated that the organic laboratory will be operational for ESAT organic analytical support. The work load information provided in Attachment 11 is based on a full-year historical information prior to the temporary shutdown. Analytical and data validation requests vary monthly, primarily with seasonal changes. The spring and summer months historically experience the highest volume, with winter sampling activities reduced.*
- Q2. *During the conference, bidders were informed that there was one-half of a Full-Time Equivalent (FTE) of Biology work, however, the chart on page 11-4 of 16 in the Rfp calls for 1% of the workload (34,200 hours) which is approximately one-sixth (1/6) of an FTE. Since the skill levels were not specified and bidders were instructed to use the chart in the RFP to develop the skill levels, how are the bidders to reconcile these differences. What is the correct workload percentage that the bidders should be using for the Biology effort?*
- A2. *The one-(1) percent estimate is based on historical work data. The current RFP information is projected from a fixed team size. The previous contract work estimate was based on the use of one-half of an FTE. Previously, when there was no biology work, the biologists supported other areas.*
- Q3. *Paragraph H.6(c) sets out limitations on future contracting with any firm that has a Region 5 analytical support contract or "has a significant relationship with a contractor providing analytical support to Region 5". Please provide a listing of those firms that have Region 5 analytical support contracts, as well as a significant relationship with Region 5 contractors. In addition, please provide the definition of "significant relationship".*

- A3. At the Region 5 Central Regional Laboratory, current ESAT support is provided by Lockheed Martin. Analytical support for the Great Lakes National Program and Laboratory Dishwashing services are provided by the Grace Analytical Laboratory. In addition, Computer Support services are provided by Dyncorp.

The provisions of H.6 limit future contracting in certain situations. Firms having significant relationships to contractors providing analytical support to Region 5 are included in this provision. This applies because these firms' activities or relationships with other sources may make them unable or potentially unable to render impartial assistance or advice to the Government, or the firms' objectivity in performing the contract work is or might be otherwise impaired.

- Q4. *With regard to the prohibition set forth in Paragraph H.6(c), please clarify and explain if: a) the contractor will be precluded from entering into any contracts with Region 5 analytical support contractors or firms that have a significant relationship with contractors providing analytical support to Region 5; or b) the contractor will be precluded from entering into contracts with Region 5 analytical support contractors or firms that have a significant relationship with contractors providing analytical support to Region 5 only to the extent that they create an organizational conflict of interest, bias the contractor's judgment, or provide the contractor with an unfair competitive advantage?*

- A4. RFP clause H.6, as revised in Amendment 0001, and similar clauses, restricts a contractor from entering into contracts with any firm that has a Contractor Laboratory Program (CLP) contracts, a Region 5 analytical support contract, or a significant relationship with a contractor providing these types of services unless prior written approval is obtained from the cognizant Contracting Officer. The intent of these provisions is to limit conflict of interest issues (COI) that may harm the Agency. As stated in the COI clauses, if these situations exist or arise during the contract, the contractor shall immediately make full disclosure, describing the actions taken or proposed to be taken to avoid, mitigate or neutralize COI issues. Contracting officer approval is contingent upon the determination that any such action does not create an organizational conflict of interest, bias the contractor's judgment or provide the contractor with an unfair competitive advantage.

- Q5. *Further, with regard to the prohibition set forth in Paragraph H.6(c) relative to Region 5 analytical support contractors, please clarify what criteria will be used by the contracting officer in*

determining whether or not the contractor may enter into a contract with a firm that has a Region 5 analytical support services contract or has a significant relationship with a contractor providing analytical support to Region 5. How long should a contractor expect such a decision to take?

- A5. Please refer to the answer providing in response to Question #4. These decisions will be made as quickly as possible. Since specific situations are impossible to predict, no timetable for responses can be provide. However, the Government will work with the contractor to minimize any impact. In addition, clause H.6, paragraph (f) provides options for expedited decisions.
- Q6. *Paragraph L.11 discusses individuals or firms that have a Contract Laboratory Program (CLP) contract or have a significant financial relationship with a CLP contractor. Please provide a listing of those firms that are considered CLP contractors, as well as those firms that have a significant financial relationship with a CLP contractor.*
- A6. CLP contractors are listed below. It is the responsibility of the offeror to determine those firms that have a significant relationship with a CLP contractor.

American Analytical & Technical Services, Inc.
American Technical & Analytical Services, Inc.
Ceimic Corporation
ChemTech Consulting Group
ChemTech Edison
Clayton Environmental Consultants, Inc.
Datachem Laboratories, Inc.
PDP Analytical Services
Ecology & Environment, Inc.
Envirosystems, Inc.
Liberty Analytical Corporation
Mitkem Corporation
Sentinel, Inc.
Southwest Labs of Oklahoma, Inc.
Southwest Research Institute

- Q7. *I.18 Warranty of Services, states that the contractor is required to correct or re-perform defective or nonconforming services at no cost to the government. This offeror understands this clause as excluding the usual review and revision cycle wherein deliverables are reviewed by the Government and the government determines that editorial and other similar revisions are required by the contractor. We further understand this paragraph (c) to exclude*

the requirement to re-analyze samples due to QC requirements stipulated in the related SOWs and SOPs. Please confirm.

A.7 Paragraph (b) of the same clause states:

Notwithstanding inspection and acceptance by the Government or any provisions concerning the conclusiveness thereof, the **Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract.** The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within forty-five (45) days. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or nonconforming services, or (2) that the Government does not require correction or re-performance."

Quality Control requirements of the SOW and SOP's are "requirements of this contract." When asked to propose on a Task Order the contractor should include the cost of complying with the contract and task order requirements, QC or otherwise. Under this clause, if a contractor performs work without following the stated contract requirements then the Government can require the contractor to re-perform without additional cost to the Government due to the non-conformance.

Q8. *There are many recurring reports, either monthly or annually, required throughout the contract, to include reports such as: Monthly Progress Reports, Health & Safety Plans, and Annual Allocation of Non-Site Specific Cost. Will all of the reporting requirements be issued under a completion form Task Order or a Term Form Task Order?*

A8. The government does not intend to issue a task order for the "management" of this contract. The contractor will need to propose and charge such costs in accordance with its approved accounting system.

Q9. *E.2, Inspection and Acceptance: If analytical services (sample analysis) are ordered under a fixed price task order and the results for the QC check require the data to be qualified or rejected, can the government require reanalysis by submitting an amendment to the Task Order via a Standard Form 30 as stated in G.1 Ordering?*

A9. If reanalysis is not included in the task order requirement, it can be added by the issuance of a bi-lateral task order modification (Standard Form 30).

Q10. *Will the contractor receive a Completion Form Task Order or a Term Form Task Order to perform Task V, subtask D "Implementation of a Team Quality Assurance Program"?*

A10. It is anticipated that a Completion Form task Order will be issued for this requirement.

Q11. *M.3.3, Qualifications of Personnel: It appears only Key Personnel (Team Manager and four keys) are being evaluated. Should the offeror address staffing (labor mix) in this section of the proposal? If not, where should offerors address labor mix so that it will be evaluated?*

A11. RFP Clause M.3 - Evaluation Factors for Award, paragraph (b), part 3 is revised to combine the Key Personnel (Program Manager plus up to four others), and include staffing in the evaluation, as shown below.

3. Qualifications of Personnel 150 Points

The offeror will be evaluated on the ability of the proposed staff, inclusive of any new hires, subcontractor staff and consultants, to respond to the requirements of the solicitation.

Key Personnel - The offeror will be evaluated on the adequacy of the qualifications and skills of the proposed ESAT Program Manager and other proposed key personnel, including knowledge, experience, and training. The qualifications of the ESAT Program Manager will be evaluated for demonstrated adequacy of: experience in establishing, managing, and controlling large and technically complex projects, including personnel and task management; experience in management of numerous and widespread inter-related activities controlled through a common management information system; and educational background. The skills and qualifications of other proposed key personnel will be evaluated for demonstrated ability to meet contract requirements and to assure technical quality and timeliness of all work.

Staffing - Offers will be evaluated on the adequacy of the proposed labor mix to meet the various requirements of the solicitation. Offers will be evaluated on the adequacy of their staffing plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members. Offers will be evaluated on the demonstrated ability to provide adequate staffing levels, and expertise to perform all work required under the contract in a timely and effective manner.

Q12. *Attachment 12, I.b. Specific Requirements of the Written Proposal:*

This section does not mention the Sample Situation Scenarios summaries. According to Attachment 12, I.a.2 Organization, it is the offeror's understanding that the Sample Situation Scenarios summaries are placed in the proposal after the Past Performance section. Please confirm.

- A12. Attachment 12, Section I, paragraph a., part 2, offers a suggestion for organization of the technical proposal by evaluation criteria. The Sample Situation Summaries are part of the Oral Presentation discussed in Section II, paragraph a.
- Q13. *Attachment 12, I.a.2 Organization: Technical Expertise is called out as a section for the proposal being submitted. However, it is the offeror's understanding that Technical Expertise will be evaluated as only the four (4) pop quiz questions and no written text is required for this section. Please confirm.*
- A13. Similarly to Answer 12, Attachment 12, Section I, paragraph a., part 2, offers a suggestion for organization of the technical proposal by evaluation criteria. As stated in Section II, Technical Expertise shall be demonstrated through an offeror's responses to four (4) pop quiz questions.
- Q14. *Attachment 12, II.A General: This section states that the offeror has 60 minutes to present the three (3) sample situation scenarios. In Attachment 12, II.A.1, it mentions that the offeror will have 20 minutes presentation time for each scenario. Is 20 minutes the maximum for each scenario or can the 60 minutes be used as needed by the offeror to respond to the three scenarios?*
- A14. Offerors shall have up to sixty-(60) minutes to present responses to all three-(3) sample situation scenarios. Attachment 12, Section II, paragraph A, part 1 is revised in this amendment to be consistent with this instruction.
- Q15. *Is it the Government's intent that the oral presentations be scheduled and performed within two weeks of submitting the proposal or will the offerors be notified within the two week period, with orals scheduled later?*
- A15. The offerors will be notified of the presentation schedule as soon as possible after the RFP closing date. For planning purposes, oral presentations are tentatively scheduled for September 5 - 8, 2000.
- Q16. *Attachment 12, I.a.3 Charts: This section states that offerors are encouraged to use charts, lists, diagrams, etc. to portray facts,*

whenever possible. Can these charts, lists and diagrams be used on the briefing charts that will be presented during the oral presentations?

A16. Yes.

Q17. *Under Sample Scenario # 1, do we refer to the WAM as the WAM or TOPO during the response?*

A17. Work Assignment Managers (WAM) are used for cost-reimbursement type contracts. Task Order Project Officers (TOPO) are used for indefinite-type contracts, which the resultant contract will be. TOPO is the accurate reference for this position, however, the terms are interchangeable for the purposes of these scenarios.

Q18. *If an offeror is a Commercial Laboratory and subcontracts a portion of its commercial work to CLP Laboratories, does this constitute a "significant relationship" with a CLP Laboratory as stated in Clause L.11?*

A18. Yes. Any actual or potential COI issues must be included in a disclosure statement, which describes how any such conflict can be avoided, neutralized, or mitigated.

Q19. *In accordance with Clause B.1, the Government will include the estimated cost and fee for the maximum hours specified therein. However, Attachment 11, Section II.B states that, "For the purpose of evaluation, offerors are required to propose the following LOE hours." These hours are fewer than the maximums contained in Clause B.1. If the offeror is to price only these hours, how will the government determine the dollar amounts to be included in the contract schedule for the maximum hours?*

A19. In order to simplify the proposal process and alleviate confusion, the level-of-effort hours in Attachment 11 - Cost Proposal Instructions, are revised to be consistent with the direct labor hours specified in B.1. Attachment 11, Section II, paragraph B - Total LOE Amount is changed to 136,800 hours for the Base Period and 91,200 hours for the Option Period. Correspondingly, Schedules 1.A1 through 2.A2 - Annual Direct Labor Hours, are revised to 45,600 hours per annum. The historical information presented in Clause L.6 remains 34,200 hours per annum, which is based on past usage.

This change revises the information presented at the Oral Presentation, July 26, 2000, and memorialized in Amendment 0001

(Page 5 - Slide 6 and Page 7 - Question and Answer #2).

Q20. *In accordance with Paragraph M.3.2.A, Past Performance will be evaluated based on information on past contracts and subcontracts required by L.18. Attachment 12.I.B.1 advised offerors to comply with paragraph L.18, which requires offerors to provide summary contract information in the written proposals, including summary information about the recipients of the questionnaires for each contract. L.18 does not require submission of what are essentially blank questionnaires as part of the written proposal. Offerors are instructed to send the questionnaires directly to the clients. However, Attachment I.a.1, (as amended) Length, states, "The Past Performance summary information...for each contract referenced. This is in addition to the past performance questionnaires (Attachment 9)." Is it the government's intent to require these blank questionnaires?*

A20. See Amendment 0001.

Q21. *Amendment 1, Attachment 12.I.a.1, Length, was revised and states the following: "The Past Performance summary information required by Clause L.18(b)(1) must not exceed two (2) pages for each contract referenced. This is in addition to the past performance questionnaires (Attachment 9). Resumes shall be similar in format and must not exceed two - (2) pages each."*

It is the offeror's understanding that this revision means that the Past Performance summary and questionnaires and resumes are excluded from page limitation. Please confirm.

A21. Yes. Past Performance Summaries and Resumes are excluded from the 50-page limitation, however are subject to the individual limitations specified in the revision.